

9-087A043



CSX RAIL TRANSPORT  
Law Department

RECORDATION NO. 7487 FILED 1425

MAR 28 1989 -11 05 AM

INTERSTATE COMMERCE COMMISSION

500 Water Street  
Speed Code J-150  
Jacksonville, FL 32202  
(904) 359-3100  
Writer's direct telephone line:

(904) 359-3673

March 22, 1989

Secretary  
Interstate Commerce Commission  
12th & Constitution, NW  
Washington, DC 20423

CC Washington, D. C.

Dear Secretary:

I have enclosed four counterparts of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document is an Instrument of Satisfaction and Release dated as of March 15, 1989, a secondary document. The primary document to which this release is connected is recorded under Recordation No. 7487.

The names and addresses of the parties to the release are as follows:

Mercantile-Safe Deposit  
and Trust Company  
P. O. Box 2258  
Baltimore, Maryland 21203

CSX Transportation, Inc.  
(successor to Seaboard Coast  
Line Railroad Company and  
Louisville and Nashville  
Railroad)  
500 Water Street  
Jacksonville, Florida 32202

MAR 28 11 00 AM '89  
NOTICE OF RECORDING UNIT

Secretary  
Interstate Commerce Commission  
March 22, 1989  
Page 2

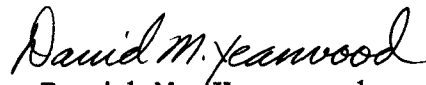
A fee check in the amount of \$13 is also enclosed.  
Please return all counterparts not required by the Commission  
for recordation to:

Mr. David M. Yearwood  
Senior Counsel  
CSX Transportation, Inc.  
500 Water Street  
Jacksonville, Florida 32202

A short summary of the document to appear in the  
index follows:

General release.

Very truly yours,

  
David M. Yearwood  
Senior Counsel

DMY/cra

W/Enclosures

# Interstate Commerce Commission

Washington, D.C. 20423

3.31.89

## OFFICE OF THE SECRETARY

David M. Yearwood  
Senior Counsel  
CSX Transportation, Inc  
500 Water Street  
Jacksonville Florida 32202

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 3.28.89 at 11:05am , and assigned recordation number(s). 7437-B 7489-B

Sincerely yours,

*Nanette L. McEuen*

Secretary

Enclosure(s)

APR 5 1989 -2 10 PM

## INTERSTATE COMMERCE COMMISSION

INSTRUMENT OF SATISFACTION AND RELEASE dated as of March 15, 1989 by and between MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY (the "Agent") and CSX TRANSPORTATION, INC., a Virginia corporation (the "Railroad") (successor to Seaboard Coast Line Railroad Company ("SCL") and Louisville and Nashville Railroad Company ("L&N")).

## WITNESSETH:

WHEREAS, by a Conditional Sale Agreement, dated as of February 15, 1974, (the "Conditional Sale Agreement") between Ortner Freight Car Company (the "Builder") and SCL and L&N, the Builder agreed to construct, sell and deliver to SCL and L&N, jointly and severally, on the terms and conditions therein set forth, the equipment described in Schedule B attached thereto (the "Equipment");

WHEREAS, by an Agreement and Assignment, dated as of February 15, 1974 (the "Assignment"), the Builder sold, assigned, transferred and set over to the Agent, its successors and assigns, all its rights, titles and interests in and to the Equipment and the Conditional Sale Agreement;

WHEREAS, the Conditional Sale Agreement was filed and recorded with the Interstate Commerce Commission on April 23, 1974, and assigned Recordation No. 7487;

WHEREAS, the Assignment was filed and recorded with the Interstate Commerce Commission on April 23, 1974, and assigned Recordation No. 7487-A;

WHEREAS, Article 6 of the Conditional Sale Agreement provides that when the Railroad has paid the full Purchase Price of the Equipment, together with interest, and performed all of its obligations under the Conditional Sale Agreement, title to the Equipment shall pass to and vest in the Railroad, and the Railroad will be entitled to receive, upon request, an instrument whereby the Agent transfers its title and interest in and to the Equipment to the Railroad; and

WHEREAS, the Railroad has made all payments and performed all of its obligations under the Conditional Sale Agreement and is therefore entitled to receive an instrument evidencing such transfer of title to the Equipment to the Railroad.

NOW, THEREFORE, in consideration of the mutual promises herein, and of Ten Dollars (\$10.00) paid to it by the Railroad, receipt of which is hereby acknowledged, the Agent does hereby (1) acknowledge satisfaction of all payments and obligations required of the Railroad under the Conditional Sale Agreement, and (2) transfer all its right, title and interest in and to the Equipment to the Railroad.

The Railroad does hereby release and discharge the Agent from any and all liability arising under the Conditional Sale Agreement and Assignment.

The Railroad will cause this instrument to be filed and recorded with the Interstate Commerce Commission pursuant

to 49 U.S.C. Section 11303, and will furnish a recorded counterpart thereof to the Agent.

This instrument shall be executed in several counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Agent and the Railroad have caused this instrument to be signed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by their respective officers as of the day and year first above written.

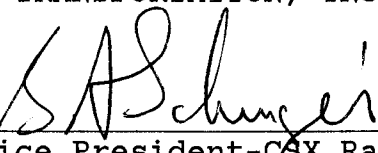
MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY

By   
Vice President

ATTEST:

  
CORPORATE TRUST OFFICER

CSX TRANSPORTATION, INC.

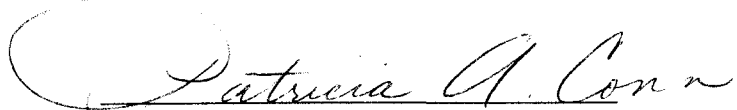
By   
Vice President-CSX Rail Transport

ATTEST:

  
Assistant Secretary

STATE OF MARYLAND       )  
                                  ) SS:  
CITY OF BALTIMORE       )

On this 15<sup>th</sup> day of March, 1989, before me personally appeared R. E. SCHREIBER, to me personally known, who being by me duly sworn, says that he is a Vice President of Mercantile-Safe Deposit and Trust Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

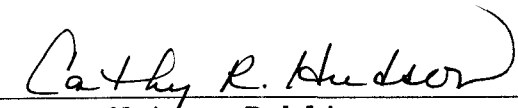
  
Notary Public

My Commission expires: 7-1-90.

NOTARIAL SEAL

STATE OF FLORIDA       )  
                                  ) SS:  
COUNTY OF DUVAL       )

On this 21 day of February, 1989, before me personally appeared B. A. Schwinger, to me personally known, who, being by me duly sworn, says that he is a Vice President-CSX Rail Transport of CSX Transportation, Inc., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

  
Notary Public  
NOTARY PUBLIC, STATE OF FLORIDA  
My commission expires Jan. 26, 1992  
Bonded thru Patterson - Becht Agency

My Commission expires: \_\_\_\_\_.

NOTARIAL SEAL